

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:	RxSPORT CORP.	:	Chapter 11
		:	
	Debtor	:	Bky. No. 19-10187 ELF
		:	

ORDER

AND NOW, it is hereby **ORDERED** that:

1. The attached Stipulation is **CONDITIONALLY APPROVED**, subject to the remaining provision of this Order.
2. **On or before May 30, 2019**, the Debtor shall serve a copy of this Order and the attached Stipulation on all parties in interest (and promptly thereafter file a Certification of Service).
3. Any party in interest may file an objection to the final approval of the Stipulation **on or before June 10, 2019**.
4. If an objection is filed, the court will schedule a hearing promptly to consider final approval of the Stipulation, at which time the burden of proof will be on the Debtor.
5. If no objection is filed timely, the conditional approval shall become final without further order of court.



Date: May 29, 2019

**ERIC L. FRANK
U.S. BANKRUPTCY JUDGE**

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re:	:	CHAPTER 11
	:	
RxSPORT CORP.,	:	
	:	Case No. 19-10187 (ELF)
	:	
Debtor.	:	

**STIPULATION AND ORDER BETWEEN RxSPORT CORP., LA POTENCIA, LLC
AND 2947 FELTON ROAD PARTNERSHIP RESOLVING CERTAIN MOTIONS**

AND NOW, this 28th day of May, 2019, it is hereby stipulated and agreed by and between RxSport Corp. (the “Debtor”), La Potencia, LLC (“LPL”) and 2947 Felton Road Partnership (the “Landlord”), by and through each of their respective counsel, and so ordered by this Court as follows:

Background

WHEREAS, the Debtor filed a voluntary petition under chapter 11 of title 11 of the United States Bankruptcy Code (the “Bankruptcy Code”) on January 10, 2019 (the “Petition Date”) (*Dkt. No. 1*) and since the Petition Date has remained in possession of its assets and is operating its business as a debtor-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, on March 26, 2019, LPL filed a certain Motion Of La Potencia, LLC For Relief from The Automatic Stay Pursuant To 11 U.S.C. §362(d) Or, In The Alternative, For Dismissal Of The Rxsport Corp. Bankruptcy Case Pursuant To 11 U.S.C. §1121 (the “Stay Relief/Dismissal Motion”) (*Dkt. No. 67*), in response to which the Debtor filed an objection (*Dkt. No. 76*);

WHEREAS, on April 1, 2019, the Debtor filed a certain Motion Pursuant to 11 U.S.C. Section 365(d)(4)(B)(i) of the Bankruptcy Code for an Order Extending the Time in which to Assume or Reject Non-Residential Real Property Lease (the “Extension Motion”) (*Dkt. No. 72*), in response to which the Landlord filed a response (*Dkt. No. 83*);

WHEREAS, on April 4, 2019, the Landlord filed a certain Motion Of 2947 Felton Road Partnership to Compel The Immediate Rejection Of The Lease Agreement And The Surrender Of The Leased Premises, And To Grant Relief From The Provisions Of The Automatic Stay (the “Compel Motion”) (*Dkt. No. 74*), in response to which the Debtor filed an objection (*Dkt. No. 81*) and also in response to which LPL filed a response (*Dkt. No. 82*);

WHEREAS, the Debtor, LPL and the Landlord have agreed to resolve each of the above referenced motions pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, incorporating the Background herein, the Debtor, LPL and the Landlord, intending to be legally bound, hereby agree as follows:

1. The Debtor agrees to do the following:

(a) on or prior to June 25, 2019, the Debtor agrees to file (1) a good faith and bona fide plan (the “Plan”) and disclosure statement (“Disclosure Statement”) or (2) a motion pursuant to Bankruptcy Code Section 363 to sell all or substantially all of its assets; and

(b) make all monthly post-petition payments to the Landlord pursuant to the terms of the Lease (as defined in the Extension Motion) such that an event of default does not occur under the Lease.

2. If the Debtor fails to comply with Section 1 above, then this Court, upon receipt of a certification by LPL or the Landlord of the Debtor’s non-compliance, shall enter an order dismissing the Debtor’s bankruptcy case.

3. The Debtor shall have until August 8, 2019 to assume or reject the Lease, and the Debtor’s failure to do so shall be deemed a rejection of the Lease.

4. Each of the Stay Relief/Dismissal Motion, Extension Motion and Compel Motion shall be marked “settled” without prejudice pursuant to the terms hereof.

5. This Stipulation is expressly conditioned upon the approval by the Bankruptcy Court of this Stipulation and Order.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Debtor, LPL and the Landlord, by and through their counsel, have caused this Stipulation to be executed on the date set forth above.

SMITH KANE HOLMAN, LLC

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SO ORDERED

Eric L. Frank
United States Bankruptcy Judge

Dated: _____